



State of Ohio
Department of State

Sherrod Brown
Secretary of State

Date 9/14/90

Number 719719

Receipt No. 24483

G946-1531 0222

G946-1531

Received of SCHWARTZ, KELM, WARREN & RUBENSTEIN
or filed by _____

The sum of \$ 50.00 for filing MER _____ of

CHERRY BOTTOM PROPERTIES, INC.

Returned to: 24483

SCHWARTZ, KELM, WARREN & RUBENSTEIN
ATT: T. HIPHER
41 S. HIGH ST., #230
COLUMBUS, OH 43215

RECEIPT

MER \$ 50.00

Name:

SEC 6001 CHERRY BOTTOM PROPERTIES, INC.

Total Fee: \$ 50.00



Department of State

The State of Ohio

G946-1532

Sherrod Brown

Secretary of State

719719

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of _____

MER

of:

CHERRY BOTTOM PROPERTIES, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll G946 at Frame 1533 of
the Records of Incorporation and Miscellaneous Filings

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 31ST day of AUG,
A.D. 19 90.



Sherrod Brown
Sherrod Brown
Secretary of State

G946-1533

712719
APPROVED

CERTIFICATE OF MERGER

By: JEFFREY E. EPSTEIN
Date: 8/30/90
Amount: 458.00

Pursuant to Section 1701.81 of the Ohio Revised Code, the undersigned, Jeffrey E. Epstein, Vice President, and Stephen P. Campbell, Secretary, of Cherry Bottom Properties, Inc., an Ohio corporation, and Jeffrey E. Epstein, President, and Stephen P. Campbell, Secretary, of Cherry Bottom Investors, Inc., an Ohio corporation, respectively, do hereby certify that:

1. On August 30, 1990, pursuant to the provisions of Sections 1701.78 and 1701.54 of the Ohio Revised Code, the sole director of Cherry Bottom Properties, Inc., in an action taken in writing, approved the Agreement of Merger to which this Certificate is attached and, also on said date, the sole shareholder of Cherry Bottom Properties, Inc., in an action taken in writing, adopted the Agreement of Merger to which this Certificate is attached, whereupon said Agreement of Merger was duly approved and adopted as the act of the said corporation.

2. On August 30, 1990, pursuant to the provisions of Sections 1701.78 and 1701.54 of the Ohio Revised Code, the sole director of Cherry Bottom Investors, Inc., in an action taken in writing, approved the Agreement of Merger to which this Certificate is attached and, also on said date, the shareholders of Cherry Bottom Investors, Inc., in a unanimous action taken in writing without meeting, adopted the Agreement of Merger to which this Certificate is attached, whereupon said Agreement of Merger was duly approved and adopted as the act of said corporation.

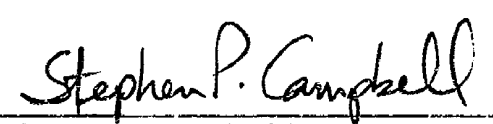
IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger as of this 30th day of August, 1990.

CHERRY BOTTOM PROPERTIES, INC.

CHERRY BOTTOM INVESTORS, INC.


 Jeffrey E. Epstein, Vice President


 Jeffrey E. Epstein, President


 Stephen P. Campbell, Secretary


 Stephen P. Campbell, Secretary

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AGREEMENT OF MERGER

Between

CHERRY BOTTOM PROPERTIES, INC.

and

CHERRY BOTTOM INVESTORS, INC.

THIS AGREEMENT OF MERGER (the "Agreement") is made as of the 30th day of August, 1990 by and between Cherry Bottom Properties, Inc., an Ohio corporation ("CBP"), and Cherry Bottom Investors, Inc., an Ohio corporation ("CBI"). CBP and CBI are herein sometimes collectively referred to as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, CBP is a corporation duly organized and validly existing under the laws of the State of Ohio, the authorized capital stock of which consists of 750 shares of Common Stock without par value; and

WHEREAS, CBI is a corporation duly organized and validly existing under the laws of the State of Ohio, the authorized capital stock of which consists of 750 shares of Common Stock without par value; and

WHEREAS, the respective sole directors of CBP and CBI deem the merger of CBI with and into CBP, as provided for herein (the "Merger"), advisable and in the best interests of their respective shareholders; and

WHEREAS, the respective sole directors of CBP and CBI, by resolutions duly adopted, have approved this Agreement and the respective sole directors of CBP and CBI have each directed that it be submitted to their respective shareholders for adoption;

NOW THEREFORE, in order to prescribe (a) the terms and conditions of the Merger; (b) the mode of carrying the same into effect; and (c) such other details and provisions as are deemed necessary or desirable; and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

Section 1. The Merger.

1.1. Merger of CBI into CBP. In accordance with the provisions of this Agreement and the Ohio General Corporation Law and as of the close of business on August 31, 1990 (the "Effective Time"), CBI shall be merged with and into CBP, which shall be the

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surviving corporation and is herein sometimes referred to as the "Surviving Corporation". After the Effective Time the Surviving Corporation shall continue its corporate existence as an Ohio corporation and shall continue to conduct its business under the name "Cherry Bottom Properties, Inc.". At the Effective Time the separate existence of CBI shall cease.

1.2. Effect of the Merger.

1.2.1. At the Effective Time, the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Corporations; all obligations belonging to or due each of the Constituent Corporations shall be vested in, and become the obligations of, the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and the Surviving Corporation shall be liable for all the obligations of each of the Constituent Corporations and any claim existing, or any action or proceeding pending, by or against any of the Constituent Corporations may be prosecuted to judgment with right of appeal, as if the Merger had not taken place.

1.2.2. From and after the Effective Time and until further amended in accordance with the Ohio General Corporation Law, the Articles of Incorporation of CBP in effect on the date hereof shall be the Articles of Incorporation of the Surviving Corporation.

1.2.3. From and after the Effective Time and until further amended in accordance with the Ohio General Corporation Law, the Code of Regulations of CBP in effect on the date hereof shall be the Code of Regulations of the Surviving Corporation.

1.2.4. The officers and directors of CBP immediately prior to the Effective Time shall after the Effective Time be and remain the officers and directors of the Surviving Corporation and shall remain as such until their respective successors are duly appointed or elected and qualified.

1.3. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of CBI acquired or to be acquired by reason of, or as a result of, the Merger, or (b) to carry out the purposes of this Agreement, CBI and its proper

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officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of CBI or otherwise to take any and all such action.

Section 2. Cancellation of Shares. After the Effective Time, the holders of all certificates representing all of the issued and outstanding shares of capital stock of CBI shall surrender such certificates for cancellation in exchange for good and valuable consideration. The authorized shares of the Surviving Corporation shall remain the same.

Section 3. Amendment and Termination.

3.1. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.2. Termination. At any time prior to the Effective Time, whether before or after approval by the respective shareholders of CBP and CBI, this Agreement may be terminated and the Merger abandoned by mutual agreement of the Boards of Directors of the parties hereto. The filing of the Certificate of Merger with the Secretary of State of Ohio pursuant to Section 1.1 hereof shall constitute certification that this Agreement has not theretofore been terminated. If terminated as provided in this Section 3.2, this Agreement shall forthwith become wholly void and of no further force or effect.

Section 4. Miscellaneous.

4.1. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

4.2. Governing Law. This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of Ohio.

4.3. Statutory Agent. Dorothy Snow, whose address is c/o Schwartz, Kelm, Warren & Rubenstein, 41 South High Street, City of Columbus, Franklin County, Ohio 43215, is hereby appointed as the person upon whom process, notice or demand against the Constituent Corporations or the Surviving Corporation may be served.

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IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Agreement to be executed on each of their behalf by their respective duly authorized officers on the date first above written.

CHERRY BOTTOM PROPERTIES, INC.

By: 
Jeffrey E. Epstein, Vice President

CHERRY BOTTOM INVESTORS, INC.

By: 
Jeffrey E. Epstein, President

7366J

NAME

Ted Hysher

ADDRESS

Schwartz, Rehm, Warren & Rubenstein

41 S. High St., Ste. 2300

Columbus OH 43215

ATTN:

Ted Hysher

PHONE:

224-3168

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TOTAL NUMBER OF DOCUMENTS

1

CHECK #

23803
23865

AMOUNT \$

35.00
15.00
50.00

CORRESPONDENCE